

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

In Re: : Bankruptcy No. 19-11689-MDC
Stacy V. Jackson : Chapter 13
Debtor :
: U.S. Bank National Association not in its :
individual capacity but solely as Legal Title :
Trustee for RMT Trust, Series 2021 BKM- :
TT-V c/o Rushmore Loan Management :
Services, LLC :
Movant :
vs. :
Stacy V. Jackson :
Debtor/Respondent :
and :
Kenneth E. West, Esquire :
Trustee/Respondent :

CONSENT ORDER / STIPULATION AGREEMENT

AND NOW, upon the Motion of U.S. Bank National Association not in its individual capacity but solely as Legal Title Trustee for RMT Trust, Series 2021 BKM-TT-V c/o Rushmore Loan Management Services, LLC ("Creditor"/"Movant"), through its counsel, Hladik, Onorato & Federman, LLP, for relief from the automatic stay pursuant to Bankruptcy Code § 362(d) as to certain property, 417 E. Slocum Street, Philadelphia, PA 19119 (the "Property"), it is hereby agreed as follows:

Debtors acknowledges that the following monthly post-petition mortgage payments are due as follows

| | |
|---|------------|
| Payments (March 1, 2022 – August 1, 2022 @ \$984.01 each) | \$5,904.06 |
| Attorney's Fees/Costs..... | \$1,238.00 |
| Less Suspense..... | (\$947.96) |
| Total Arrears..... | \$6,194.10 |

1. Debtor shall tender a down payment, equal to \$5,000.00, to Movant by August 31, 2022.
2. Debtor will continue to make the regular monthly mortgage payment (currently \$984.01) beginning September 1, 2022.
3. Debtor shall cure the remaining arrears, \$1,194.10, by paying one-sixth (1/6) of the arrears per month (\$199.02/month) for six (6) months, together with the regular monthly regular payment (currently \$984.01/month), for a total combined monthly payment of \$1,183.03 beginning on October 1, 2022 through March 1, 2023. In the event the regular monthly payment changes for any reason, then the amount due pursuant to this Paragraph shall

be adjusted accordingly. Thereafter, Debtor agrees to continue making the regular monthly payments.

4. Debtor shall make the regular monthly payments required to the Trustee.
5. Debtor shall send all payments due directly to Creditor at the address below:

Rushmore Loan Management Services, LLC
P.O. Box 52708
Irvine, CA 92619-2708

Rushmore Loan Management Services, LLC's loan #xxxxx4929 must appear on each payment.

6. In the event Debtor fails to make any of the payments set forth hereinabove (or real estate taxes and/or hazard insurance when due) on or before their due dates, Creditor and/or Counsel may give Debtor and Debtor's counsel notice of the default. If Debtor does not cure the default within ten (10) days of the notice, upon Certification of Default to the Court, and request for Order, with a copy to Debtor and Debtor's counsel, Creditor shall be entitled to the entry of an order for relief from the bankruptcy stay.
7. The failure by the Creditor, at any time, to file a Certification of Default upon default by the Debtor shall not be construed, nor shall such failure act, as a waiver of any of Creditor's rights hereunder.
8. Upon issuance of the aforesaid Order, the parties hereto further agree that Creditor may proceed in state court to exercise all rights and remedies available to it as a mortgagee and creditor under state and federal law including, but not limited to, the initiation of and continuation of foreclosure and execution process through sheriff's sale concerning the Property and ejectment thereafter.
9. In the event the Debtor converts to a bankruptcy under Chapter 7 of the Bankruptcy Code, then Debtor shall pay all pre-petition arrears and post-petition arrears within 10 days from the date the case is converted. If Debtor fails to make payments in accordance with this paragraph, then the Creditor, through Counsel, may file a certification setting forth said failure and the Creditor shall be granted immediate relief from the automatic stay.
10. It is further agreed that the 14-day stay provided by Rule 4001(a)(3) is hereby waived.

By signing this Stipulation, Debtor's Counsel represents that the Debtor is familiar with and understand the terms of this Stipulation and agrees to said terms regardless of whether the Debtor has actually signed this Stipulation. Seen and agreed by the parties on the date set forth below:

/s/ Sarah K. McCaffery

Sarah K. McCaffery, Esquire
Counsel for Creditor

Date: 08/23/2022

No Objection


David B. Spitofsky, Esquire
Counsel for Debtors

Date: 8/23/2022

/s/ LeeAne O. Huggins

Kenneth E. West, Esquire
Trustee

Date: August 26, 2022

AND NOW, this _____ day of _____, 2022, it is hereby ORDERED that this Stipulation Agreement between the parties is hereby approved.

Honorable Magdeline D. Coleman
U.S. Bankruptcy Judge